



MEETING DATE: 8/7/06

ITEM NO:

8

COUNCIL AGENDA REPORT

DATE: JULY 26, 2006

TO: MAYOR AND TOWN COUNCIL

FROM: DEBRA J. FIGONE, TOWN MANAGER

SUBJECT: PROJECT 06-32 – AWARD OF CUSTODIAL SERVICES CONTRACT
ADOPT RESOLUTION DECLARING SANTA CLARA VALLEY
CORPORATION TO BE THE LOWEST RESPONSIBLE BIDDER ON THE
PROJECT AND AWARDING THE CONTRACT IN THE AMOUNT OF
\$111,564.00

RECOMMENDATION:

Adopt resolution (Attachment 1) declaring Santa Clara Valley Corporation to be the lowest responsible bidder on the project and awarding a contract (Exhibit A) in the amount of \$111,564.00.

BACKGROUND:

Periodically, the Town solicits proposals from qualified firms to perform various services. As a part of this process, the Town evaluates the cost effectiveness of continuing to contract for services. Budget constraints have necessitated reductions in custodial services just prior to the present contract three years ago. A pilot program, reducing days of service, was performed and a facilities wide survey was taken. The results aided in the decision to make the reductions permanent. This action has resulted in a significant cost reduction in the cost of this contract. The service reduction has been incorporated in this contract and will result in continued cost savings and only minimal inconvenience to staff and the public. After assessment of current costs and conditions, staff believes that it is advisable to continue to contract this service.

PREPARED BY:

JOHN E. CURTIS
Director of Parks and Public Works

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Reviewed by: PSJ Assistant Town Manager OK Town Attorney
____ Clerk Administrator SC Finance ____ Community Development

JULY 26, 2006

DISCUSSION:

One sealed proposal for contractual custodial services was received and opened by the Clerk Administrator on July 26, 2006.

Staff sent requests for proposals to the following contractors and Santa Clara Valley Corporation was the only bidder.

Santa Clara Valley Corporation	\$111,564.00
Acme Building Maintenance	No bid
One Source Building Maintenance	No bid
De Anza Services	No bid

The scope of work, under the Town's Request for Proposals, calls for the contractor to provide all labor, materials, equipment and supplies to perform specified custodial services at the Civic Center, Neighborhood Center, Corporation Yard, Police Department Annex at 104 Villa Avenue, and the Human Resources Annex at 25 Fiesta Way on an annual basis for up to three years.

Staff has reviewed this proposal based on criteria set forth in the RFP that includes:

1. Price.
2. Commitment of sufficient staff to provide the requested level of service.
3. Inherent ability to meet the Town's performance specifications for this work.
4. Ability to furnish the necessary supplies and equipment to satisfactorily perform the work.
5. Feedback from other clients for whom the firm has or is providing similar services.

For the past three years Santa Clara Valley Corporation has provided custodial services to the Town and staff is satisfied with their work and performance.

CONCLUSION:

It is recommended that the proposal submitted by Santa Clara Valley Corporation be accepted by the Town Council. This proposal satisfactorily responds to each of the criteria contained in the RFP, and is the most competitive from a cost standpoint

It is recommended that the Town Council accept and authorize the Town Manager to execute a Contract with Santa Clara Valley Corporation in the amount of \$111,564.00 for services through the end of FY 07/08.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

PAGE 3

MAYOR AND TOWN COUNCIL

SUBJECT: PROJECT 06-32 – AWARD OF CUSTODIAL SERVICES CONTRACT

JULY 26, 2006

FISCAL IMPACT:

Full funding for contract custodial services in FY 07/08 exists in the adopted budget for Building Maintenance, Fund 695.

Attachments:

1. Resolution awarding custodial contract to Santa Clara Valley Corporation (with Exhibit A)
Custodial Services Contract
2. Bid Summary

RESOLUTION

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF LOS GATOS
AWARDING A CONTRACT TO
SANTA CLARA VALLEY CORPORATION
FOR PROJECT 06-32
CUSTODIAL SERVICES CONTRACT**

WHEREAS, proposals were sought in conformance with State and Town law for Project #06-32 - Custodial Services Contract; and

WHEREAS, Santa Clara Valley Corporation submitted a proposal which the Town Council deems to be responsive to the Town's solicitation dated in June 26, 2006.

BE IT RESOLVED by the Town Council of the Town of Los Gatos, County of Santa Clara, State of California, that Santa Clara Valley Corporation is declared to be a responsible bidder for Project #06-32 - Custodial Services Contract.

BE IT FURTHER RESOLVED that the Town Manager is hereby authorized and directed to execute a custodial services contract with Santa Clara Valley Corporation (Attached as Exhibit A) on behalf of the Town in the amount of \$111,564.00.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 7th day of August, 2006, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED: MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

ATTEST:

CLERK ADMINISTRATOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

AGREEMENT

THIS IS AN AGREEMENT between the **Town of Los Gatos** (hereinafter referred to as "Owner") and **Santa Clara Valley Corporation**, (hereinafter referred to as "Contractor"). Owner and Contractor, for the consideration hereinafter named, agree as follows:

3-01. SCOPE OF WORK. Contractor shall furnish all materials and perform all of the work for PROJECT # 04-10 Contractual Custodial Services to maintain interior, and exterior building facilities at the CIVIC CENTER, DOWNTOWN NEIGHBORHOOD CENTER, SERVICE CENTER, POLICE DEPARTMENT ANNEX, and the HUMAN RESOURCES ANNEX AT 25 FIESTA WAY, in accordance with the Contract Documents, as may be modified by negotiations between Owner and the Contractor.

3-02. CONTRACT PRICE

1. *First Year.* As full compensation for furnishing all materials and equipment and for doing all the work contemplated and embraced in this Agreement, also for all loss or damage arising out of the nature of the work aforesaid, or from the actions of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by Owner, and for all risks of every description connected with the work, also for all expenses incurred by or in consequence of the suspension or discontinuance of work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents, Owner shall pay the amount specified by Contractor in Contractor's Proposal Form, or the amount that may be negotiated between Owner and Contractor pursuant to this request for proposals.

2. *Successive Years.* One year from the date of this Agreement and each anniversary thereafter, the monthly price paid for such services shall be adjusted upward or downward, increased or decreased, according to the percent change in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index, All Items, All Urban Consumers, San Francisco-Oakland-San Jose, 1982-84-100 Index. Contractor shall be responsible to submit a written notice 60 days in advance requesting an adjustment to the current index. The index used shall be that issued for all items of each year. The beginning index is 197.3 as of April, 2003.

3. *Town Council Budget Discretion.* The authority to determine annual budgets for Owner is vested by law with the Town Council of the Town of Los Gatos. Nothing in this Agreement shall bind the Town Council to budget funds in successive fiscal years for payment of services under this Agreement, and the Owner reserves the right to terminate this Agreement without consequences to the Owner in the event the Town Council determines in the future not to budget funds for this Agreement.

3-03. CONTRACT DOCUMENTS. All rights and obligations of Owner and Contractor are fully set forth and described in the Contract Documents. All parts of the Contract Documents are intended to be correlated so that any work called for in one part and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

The Contract Documents are defined in Section 4-01.A of these Specifications and are incorporated herein by reference the same as though set out in full.

3-04. BEGINNING OF WORK. Following the execution of this Agreement and the approval of bonds and insurance policies and certificates, Owner shall issue a Purchase Order. Commencing work or the entrance of equipment or materials on the site of the work by Contractor before receipt of the Purchase Order is at the sole risk and expense of Contractor, and the Contractor shall be fully liable for any damage or injury sustained by Owner or third persons resulting there from.

3-05. TERM OF THIS AGREEMENT. The term of this Agreement shall begin on July 1, 2006 and end on June 30, 2007, with yearly renewal based on performance evaluation.

3-06. TERMINATION OF AGREEMENT

1. *Failure to Perform Satisfactorily.* All work shall be performed to the satisfaction of the Director of Parks and Public Works. If performance is not satisfactory, Owner shall give Contractor written notice including a reasonable time (15 days) for meeting the necessary standards. If Contractor fails to perform satisfactorily after written notice, Owner may terminate this agreement on five days written notice.

2. *Failure to Meet Security Clearance Requirements.* Failure to meet security clearance requirements shall be grounds for termination on 30 days written notice by Owner.

3. *Termination Without Cause.* The Owner may terminate this Agreement without cause on 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day of _____, 200__.

TOWN OF LOS GATOS, by:

Debra J. Figone, Town Manager

Recommended by:

John Curtis
Director Parks & Public Works

Approved as to form:

Orry P. Korb, Town Attorney

ATTEST:

Marlyn Rasmussen, Clerk Administrator

CONTRACTOR:

Signature

Print Name

Title

TOWN OF LOS GATOS

CLERK DEPARTMENT

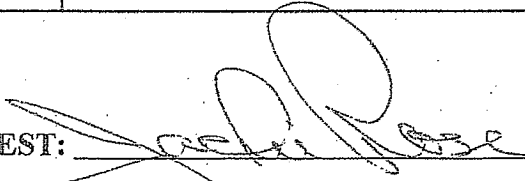
BID SUMMARY

PROJECT: 0632 - CUSTODIAL SERVICES FOR TOWN
BUILDING - INFORMAL BID

DATE: July 26, 2006 TIME: 10:30 a.m. BY: Jackie D. Rose

Date/ Time	BIDDER	CONFIRMED BID	NET BID
7.26.06 10:20am	Santa Clara Valley Corp. 715 N. First Street, Ste 27 San Jose, CA 95112 947-1100	111,564. ⁰⁰	

ATTEST:



DATE:

7.26.06

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